



TRADING PARTNER AGREEMENT - Electronic Data Interchange (EDI)

State Form 51402 (7-03)
Indiana State Department of Health

This document constitutes an agreement to the following provisions for exchanging Electronic Data Interchange (EDI) between the Trading Partner listed under the *Signatures* heading in this agreement and the Indiana State Department of Health (ISDH).

A. The Trading Partner agrees:

1. To conform to the requirements for *Administrative Simplification* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91)*, and regulations promulgated there under and to take no action which adversely affects ISDH's HIPAA compliance.
2. That it will promptly notify ISDH of any and all unlawful or unauthorized disclosures of confidential information or protected health information (PHI) that comes to its attention and will cooperate with ISDH in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential or protected health information.
3. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all participant-specific data from improper access.
4. That it will ensure that all files transmitted comply with the appropriate national *Electronic Data Interchange (EDI) Transaction Set Implementation Guide, effective on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996*.
5. That it will establish and maintain procedures and controls so that information concerning ISDH health plan participants, or any information obtained from ISDH, shall not be used by agents, officers, or employees of the trading partner other than for its sole intended purpose.
6. That the information stated in any EDI Trading Partner Profile(s) submitted with this Agreement, or subsequently is correct and complete.
7. That it will allow ISDH 30 days after receipt of written notice from the provider if there is any change in the trading partner representative or location where electronic transactions are sent.
8. That it is bound by written agreement with the provider to comply with state and federal law, if the trading partner is an intermediary for the billing provider.

B. ISDH agrees:

1. To conform to the requirements for *Administrative Simplification* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91)*, and regulations promulgated there under and to take no action which adversely affects the trading partner's HIPAA compliance.
2. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all participant-specific data from improper access.
3. That it will ensure that all files transmitted comply with the appropriate national *Electronic Data Interchange (EDI) Transaction Set Implementation Guide, effective on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996*.

C. Both parties agree:

1. That documents will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.
2. That upon receiving any documents, to prepare and transmit a timely response or an acknowledgment of transaction receipt. If acceptance of a document is required, a document is not considered received until an acceptance acknowledgement is returned.
3. To notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible or garbled form.
4. That each party will provide and maintain the equipment, software, services, and testing necessary to transmit and receive documents.
5. To conduct business and perform as required by this agreement and any applicable rules or regulations.
6. That this agreement will remain in effect until terminated by either party with at least 30 days prior written notice. The notice will specify the effective date of termination, but will not affect the obligations or rights of either party prior to the effective date of termination. This agreement is automatically terminated in the event the trading partner or provider is disqualified through a federal administrative action or state action. That any document transmitted according to this agreement will be considered an original and signed when received electronically. Neither party will contest the validity or enforceability of signed documents under any applicable law concerning whether certain agreements must be signed in writing to be binding. Neither party will contest the admissibility of copies of signed documents under the business records exception to the hearsay rule, the best evidence rule, or the basis that the signed documents were not originated in documentary form.
7. That neither party will be liable for any special, incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of any document, even if either party has been advised such damages are possible.
8. That both parties will attempt to resolve any issues relating to this agreement.

D. Signature:

I am authorized to sign this document on behalf of the indicated party and I have read and agree to the foregoing provisions and acknowledge same by signing below.

Trading Partner

Phone Number

Signature Completed by/ Title (Original Signature ONLY)

Address

Date

City /State/ZIP+4